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HAYNES BEFFEL & WOLFELD LLP

INTELLECTUAL PROPERTY LAW P.O. Box 366, 751 Kelly Street Half Moon Bay, CA 94019 Phone 650-712-0340 Fax 650-712-0263 www.HMBay.com

MARK HAYNES ERNIE BEFFEL WARREN WOLFELD JIM IIANN Of Counsel: *BILL KENNHIN KENTA SUZUE PRITER SU **JOSEPH E. ROOT KENNETH C. BROOKS

> *submitted in MA only **submitted in NY only

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FROM:		Warren S. Wolfeld/Kathryn Marley	
CLIENT/MATTER:		GEMF 2056-1 (10/073,763)	
DATE:		09 MAY 2006	
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Attorney Docket No. GEMF 2056-1

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I hereby certify that this correspondence is being facsimile transmitted to United States Patent and Trademark Office

at Fax No. 571.273.8300 on 09 May 2006.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Markus P. Hehlen and William K. Bischel

Application No.: 10/073,763

Kathryn Mark

Confirmation: 4505

Filed: February 11, 2002

Title: INTEGRATED OPTICAL

ISOLATOR ARRAY

Group Art Unit: 2874

Examiner: Phan T.H. Palmer

CUSTOMER NO.: 54413

POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTORS UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS

Attention: Office of Petitions Mail Stop Petition P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

The undersigned ASSIGNEE of the entire interest in the above-identified application for letters patent hereby appoints the attorneys associated with:

Customer Number 54413

to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. §3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

Application No. 10/073,763 Attorney Docket No. GEMF 2056-1 Applicants: Markus P. Hehlen, et al. Page 2 X a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or the Assignment recorded on at reel frames Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of Assignee's knowledge and belief, title is in the identified ASSIGNEE. Direct all telephone calls to Warren S. Wolfeld at (650) 712-0340. Address all correspondence to: **Customer Number 54413** Warren S. Wolfeld HAYNES BEFFEL & WOLFELD LLP P.O. Box 366 Half Moon Bay, CA 94019 (650) 712-0340 (phone) (650) 712-0263 (fax) Date: 129/06 ASSIGNEE: Gemfire Corporation Signature:

Richard B. Tompane

President and Chief Executive Officer

Name:

Title:

JOINT TO CORPORATE ASSIGNMENT FOR SINGLE INVENTOR INVENTOR: Markus P. Hehlen

WHEREAS, the undersigned, Markus P. Hehlen, a resident of Los Gatos, California (hereinafter "Inventor"), has invented or co-invented certain new and useful improvements in:

INTEGRATED OPTICAL ISOLATOR ARRAY

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

On the Date of Execution of Declaration for Patent Application set forth below adjacent to my signature;

WHEREAS Gemfire Corporation (hereinafter "Assignee"), a corporation of the State of California, having a place of business at 2741 E. Bayshore Road, #600, Palo Alto, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

- Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest which said inventor has (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of invention or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of invention or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
- 2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any

of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee.

Date of Execution of Declaration for Patent Application:

Markus P. Hehlen

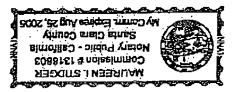
State of California County of Santa Clara

on Jeb 6, 2002 before me, Haureen I Stidger, Where (name and title of officer)

personally appeared Markus P. Hehlen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

Signatur Wellseen I Stidger



IOINT TO CORPORATE ASSIGNMENT FOR SINGLE INVENTOR INVENTOR: William K. Bischel

WHEREAS, the undersigned, William K. Bischel, a resident of Menlo Park, California (hereinafter "Inventor"), has invented or co-invented certain new and useful improvements in:

INTEGRATED OPTICAL ISOLATOR ARRAY

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X On the Date of Execution of Declaration for Patent Application set forth below adjacent to my signature;

WHEREAS Gemfire Corporation (hereinafter "Assignce"), a corporation of the State of California, having a place of business at 2741 E. Bayshore Road, #600, Palo Alto, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

- 1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest which said inventor has (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of invention or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of invention or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
- 2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any

of said patents; (f) for interference or other priority proceedings involving said invention, and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee.

Date of Execution of Declaration for Patent Application: 2/4/02

William K. Bischel

State of California County of Santa Clara

on Leb 6, 2002 before me, Malereen I Sticker, Note

personally appeared William K. Bischel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

Signatur Mureen Stalger

